

EXHIBIT D

Hi-MD - Secure Video Recording Format
Content Protection License Agreement
("Basic CP Agreement")

Hi-MD – Secure Video Recording Format –
Content Protection License

AGREEMENT

This Agreement made as of this ____ day of _____, ____ by and between Sony Corporation, a corporation organized and existing under and by virtue of the laws of Japan, having its principal office at 7-35, Kitashinagawa 6-chome, Shinagawa-ku, Tokyo 141-0001 Japan (hereinafter referred to as “Sony”) and _____, a corporation organized and existing under and by virtue of the laws of _____, having its principal office at _____ (hereinafter referred to as “Licensee”).

W I T N E S S E T H :

WHEREAS, Sony has developed a certain data recording, storage and reproduction system named “Hi-MD” (hereinafter referred to as the “Hi-MD System”);

WHEREAS, Sony has developed a certain method for encryption, decryption, key exchange, authentication and renewability for purposes of protecting certain digital content from unauthorized interception, retransmission and copying under the name of “MG-R(SVR)” (“MG-R(SVR)”);

WHEREAS, Licensee desires to obtain a license from Sony to implement certain portions of MG-R(SVR) in Licensed Products (defined below), which products may securely record and/or play back certain audio content;

WHEREAS, Licensee shall have the option, at its election, to obtain a license from Sony pursuant to an addendum to this Agreement to implement such portions of MG-R(SVR) in certain products of the Hi-MD System capable of securely recording and playing back certain audiovisual content (the “Hi-MD Video Products”);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The following terms shall have the following meanings. All definitions herein shall apply equally to their singular and plural forms, and, except as otherwise expressly stated, all references to Articles, Paragraphs and Exhibits shall be deemed to be to be references to articles and paragraphs of and exhibits to this Agreement.

“Commercial Audiovisual Content” shall mean any video or audiovisual works that are (a) not created by a consumer; (b) offered for transmission, delivery or distribution, either generally or on demand, to subscribers or purchasers or the public at large, or otherwise for commercial purposes, not uniquely to an individual, or a small or private group; and (c) is received by an Authorized Protection Method or encoded with Content Control Information.

“Confidential Information” shall mean any and all confidential and proprietary information, documents and materials relating to MG-R(SVR) for Hi-MD or the SVR CP Specifications, that is disclosed by Sony to Licensee and is marked “Confidential” at the time of disclosure or, if orally or visually disclosed, is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days after the date of such disclosure. For avoidance of doubt, “Confidential Information” includes Highly Confidential Information.

“Content Control Information” shall mean the information that represents the content control status of particular content to a Licensed Product, including but not limited to Copy Control Information, APS Trigger Bits, EPN and ICT.

“Content Participant” shall mean a company that has executed a Content Participant Agreement with Sony.

“Content Participant Agreement” shall mean any “Hi-MD System-Secure Video Recording Content Participant Agreement” relating to MG-R(SVR) for Hi-MD entered into between a copyright owner or distributor of Commercial Audiovisual Content with Sony.

“Control” means the possession of beneficial ownership of more than fifty percent (50%) of the stock or other similar interest entitled to vote for the election of the Board of Directors or similar managing authority.

“Fellow Licensee” shall mean Licensee and any entity that has entered into a Hardware Adopter Agreement with Sony.

“Format License Agreement” shall mean a “Hi-MD Player and Recorder Agreement (Type I)” or “Hi-MD Player and Recorder Agreement (Type II)” agreement entered into with Sony.

“Hardware Adopter Agreement” shall mean this Agreement and any other “Hi-MD - Secure Video Recording Format - Content Protection License Agreement” entered into with Sony.

“Highly Confidential Information” shall mean Confidential Information that is marked “Highly Confidential Information” when disclosed in written form.

“Hi-MD System” shall have the meaning given in the recitals.

“Hi-MD Video Product” shall have the meaning given in the recitals.

“Licensed Know-How and Copyrights” shall mean any trade secrets and copyrights embodied in SVR CP Specifications.

“Licensed Patents” shall mean claims of a patent or patent application under which Sony, any Licensee, any Fellow Licensee, or any of their respective Subsidiaries, has the right, during the term of this Agreement, without a payment of royalties to third parties, to grant licenses and which claims are necessarily infringed in order to (a) implement MG-R(SVR) for Hi-MD in Licensed Products or (b) use or cause to be used MG-R(SVR) for Hi-MD to protect Commercial Audiovisual Content. “Licensed Patents” do not include any claims relating to aspects of any technology (even if disclosed with particularity), standard or product that is an optional part of the SVR CP Specifications or is not itself part of the SVR CP Specifications such as, but not limited to, CSS, MPEG, IEEE1394 and any copy protection system (other than MG-R(SVR) for Hi-MD), including: (1) claims relating to other copy protection, compression, encoding or decoding technologies (even though such technology, standard or product may otherwise be mentioned in or required by the SVR CP Specifications) or tamper resistance technology; (2) claims that may be practiced in an implementation of any Licensed Product in compliance with the SVR CP Specifications where an alternative implementation of the SVR CP Specifications in a Licensed Product exists that would not infringe such claims (even if in the same patent as Licensed Patents); or (3) claims that read solely on any implementations of any portion of the SVR CP Specifications that are

not within the bounds of the scope of use set forth in this Agreement or any Content Participant Agreement.

“Licensed Products” shall mean a product manufactured pursuant to a Format License Agreement that (i) embodies the designs set out in the SVR CP Specifications and (ii) is in compliance with the SVR CP Specifications and the Robustness Rules.

“MG-R(SVR) for Hi-MD” shall mean MG-R(SVR) customized for the Hi-MD System as set forth in the SVR CP Specifications.

“Robustness Rules” shall mean the requirements set out in Exhibit D as may be amended by Sony from time to time pursuant to Paragraph 3.03.

“Subsidiary” shall mean, with respect to any person or entity, any other person or entity (a) that directly or indirectly is Controlled by such person or entity and (b) for which such person or entity has the right to license any claims of any patents or patent applications owned or controlled by such other person or entity relating to MG-R(SVR) for Hi-MD.

“SVR CP Specifications” shall mean the specifications listed in Exhibit A, as may be revised by Sony from time to time pursuant to Paragraph 3.03.

ARTICLE II

INTELLECTUAL PROPERTY

2.01

(a) Subject to the terms and conditions of this Agreement, Sony hereby promises, on behalf of itself and its Subsidiaries, not to assert any claim of infringement under any Licensed Patents, or under any Licensed Know-How or Copyrights, against Licensee or any of Licensee’s Subsidiaries with respect to Licensee’s or its Subsidiaries’ using MG-R(SVR) for Hi-MD to design, have designed, develop, have developed, manufacture, have manufactured, use, offer for sale, sell or otherwise dispose of, during the term of this Agreement, Licensed Products; provided, however, that such non-assertion covenant shall not extend to (i) any implementation of MG-R(SVR) for Hi-MD other than in a Licensed Product; (ii) Licensee or Licensee’s Subsidiaries if Licensee or any of Licensee’s Subsidiaries are otherwise in violation of this Agreement or (iii) if Licensee asserts or if any of its Subsidiaries asserts any claim of infringement under any Licensed Patents, or under any Licensed Know-How or Copyrights, against Sony or any of its Subsidiaries.

(b) The promises of non-assertion granted to Licensee and Licensee's Subsidiaries under Paragraph 2.01(a) shall in no event be construed to include a promise of non-assertion with respect to the design, development, manufacture, offer for sale, sale or other disposal in whole or in part of any portion of a Licensed Product other than those portions that implement MG-R(SVR) for Hi-MD pursuant to the SVR CP Specifications.

2.02 Licensee, on behalf of itself and its Subsidiaries, hereby agrees not to assert against Sony, any Fellow Licensee or any of their respective Subsidiaries any claim of infringement under its or their Licensed Patents or under any Licensed Know-How or Copyrights with respect to (i) in the case of Fellow Licensees, Sony, and their respective Subsidiaries, the use of MG-R(SVR) for Hi-MD to design, have designed, develop, have developed, manufacture, have manufactured, use, offer for sale, sell or otherwise dispose of Licensed Products and (ii) with respect to Sony, the licensing of MG-R(SVR) for Hi-MD; provided, however, the provisions of this Paragraph 2.01(b) shall not extend to any entity that asserts or whose Subsidiary asserts against Licensee or any of its Subsidiaries any claim of infringement under its or their Licensed Patents, or under any Licensed Know-How or Copyrights, with respect to activities or products within the scope of Paragraph 2.01.

2.03 Licensee, on behalf of itself and its Subsidiaries, hereby promises not to assert against any Content Participant or any of its Subsidiaries any claim of infringement under its or their Licensed Patents, or under any Licensed Know-How or Copyrights, with respect to the use or causation of use of MG-R(SVR) for Hi-MD to protect Commercial Audiovisual Content in compliance with the applicable Content Participant Agreement. The provisions of this Paragraph 2.03 shall not extend to any entity that asserts or whose Subsidiary asserts any claim of infringement under any Licensed Patents, or under any Licensed Know-How or Copyrights, against Licensee or any of Licensee's Subsidiaries with respect to activities or products within the scope of Paragraph 2.01.

2.04 For avoidance of doubt, the non-assertion covenants granted pursuant to Paragraph 2.01 to any entity that is a Subsidiary of Licensee shall apply only for so long as such entity falls within the definition of "Subsidiary" with respect to Licensee.

2.05 For avoidance of doubt, Licensee and Licensee's Subsidiaries shall not sell, offer for sale, distribute or otherwise dispose of any products under this Agreement unless such products are Licensed Products that comply with the SVR CP Specifications and the Robustness Rules.

ARTICLE III
SPECIFICATION; CHANGES

3.01 Sony shall deliver to Licensee the SVR CP Specifications within thirty (30) days after the date of the execution of this Agreement or the Format License Agreement between Sony and Licensee, whichever comes later. Licensee and its Subsidiaries shall, in no event make copies of, whether in printed or electronic form, or distribute to any third party, in whole or in part, the SVR CP Specifications without the prior written consent of Sony.

3.02 The SVR CP Specifications and Robustness Rules may be amended from time to time by Sony only in accordance with this ARTICLE III.

3.03 Sony will not make any revisions to the SVR CP Specifications, or the Robustness Rules that would materially increase the cost or complexity of implementation of Licensed Products, or that would require material modifications to product design or manufacturing process of Licensed Products ("Material Changes"), with the exception of changes that are necessary to ensure and maintain necessary protection of content that is recorded or played back by using MG-R(SVR) for Hi-MD. Without limiting the foregoing, Sony reserves the right to correct any errors or omissions in the SVR CP Specifications or the Robustness Rules, or to make changes that would clarify, but not materially amend, alter or expand the SVR CP Specifications, or the Robustness Rules, from time to time.

3.04 Licensee shall comply with amendments to the SVR CP Specifications and the Robustness Rules within eighteen (18) months after notification of such amendments has been sent to Licensee as specified herein or such longer period as Sony may specify.

ARTICLE IV
[RESERVED]

ARTICLE V
SUBCONTRACTOR

5.01 If Licensee has any third party use MG-R(SVR) for Hi-MD to design, develop and/or manufacture Licensed Products or any part of Licensed Products for Licensee in accordance with ARTICLE II hereof, Licensee may disclose Confidential

Information to such third parties (hereinafter referred to as the "Subcontractors"), provided that Licensee shall cause such Subcontractors to use the Confidential Information only for the design, development and/or manufacture of the Licensed Products or such parts thereof for Licensee and to observe the same degree of obligations of Licensee to Sony hereunder and Licensee shall indemnify and hold Sony and its Subsidiaries harmless from all losses or damages suffered or incurred by Sony or its Subsidiaries as a result of breach by such Subcontractors of the terms and conditions of this Agreement.

5.02 If Licensee needs to disclose the Highly Confidential Information to any Subcontractor pursuant to Paragraph 5.01, Licensee shall cause such Subcontractors to read and execute the acknowledgment as set forth in Exhibit F attached hereto and made a part hereof prior to the disclosure of such Highly Confidential Information. A copy of such executed acknowledgment shall be sent to Sony by Licensee.

5.03 Failure by any Subcontractor to observe any of the confidentiality obligations set forth in this ARTICLE V and Exhibit F shall constitute a breach of Licensee of this Agreement.

5.04 Licensee agrees that it is strictly prohibited that Subcontractor discloses any Confidential Information to any third party in any manner for any purpose.

ARTICLE VI

[RESERVED]

ARTICLE VII

FEES

7.01 Within thirty (30) days of the Effective Date, Licensee shall pay Sony a nonrefundable sum in the amount of the fee set out in Exhibit I, in consideration of the rights conferred upon Licensee and its Subsidiaries and the undertakings assumed by Sony and its Subsidiaries set out in this Agreement, by telegraphic transfer remittance into the bank account designated by Sony. Licensee shall not be entitled to any refund thereof for any reason.

ARTICLE VIII
DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SVR CP SPECIFICATIONS AND ALL OTHER INFORMATION AND MATERIALS PROVIDED HEREUNDER ARE PROVIDED "AS IS". SONY MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALUE OR UTILITY OF THE LICENSED PATENTS, THE LICENSED KNOW-HOW AND COPYRIGHTS, OR OTHER INFORMATION TO BE SUPPLIED PURSUANT TO THIS AGREEMENT, SUCH AS BUT NOT LIMITED TO THE SVR CP SPECIFICATIONS AND OTHER TECHNICAL INFORMATION, IF ANY, OR THE ABILITY OF LICENSEE TO MAKE USE THEREOF TO SECURE INTERCHANGEABILITY OR INTEROPERABILITY WITH OTHER LICENSED PRODUCTS. SONY MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER THAT THE USE OF THE LICENSED PATENTS, THE LICENSED KNOW-HOW AND COPYRIGHTS OR OTHER INFORMATION, INCLUDING BUT NOT LIMITED TO SVR CP SPECIFICATIONS SUPPLIED TO LICENSEE PURSUANT TO THIS AGREEMENT DOES NOT INFRINGE OR WILL NOT CAUSE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OWNED OR CONTROLLED BY ANY THIRD PARTY. LICENSEE UNDERSTANDS AND AGREES THAT SONY MAKES NO WARRANTY WHATSOEVER THAT ANY MANUFACTURING, HAVING MANUFACTURED OR SELLING OF LICENSED PRODUCTS WILL BE FREE FROM INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. SONY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES OR INFORMATION DISCLOSURES RELATING TO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, SONY DOES NOT REPRESENT OR WARRANT THAT MG-R(SVR) FOR HI-MD IS IMMUNE TO HACKING, CODE BREAKING, PIRACY OR OTHER EFFORTS TO CIRCUMVENT THE TECHNOLOGY.

ARTICLE IX
CONFIDENTIALITY

9.01 Licensee agrees that, except as permitted under ARTICLE V, Licensee and Licensee's Subsidiaries shall not disclose to any third party Confidential Information and shall not use the Confidential Information for any purpose other than as provided in

this Agreement. The obligation set out herein shall not apply to any portion of Confidential Information which Licensee can prove:

- (a) was already known to Licensee at the time of disclosure to Licensee;
 - (b) was already a part of the public domain at the time of disclosure to Licensee;
 - (c) is or becomes a part of the public domain through no fault of Licensee;
 - (d) is rightfully obtained by Licensee without restriction on disclosure or use;
- or
- (e) was or is independently developed by officers or employees of Licensee who have not had access to Confidential Information.

In order to protect Confidential Information in confidence, Licensee agrees that Licensee and Licensee's Subsidiaries shall take all necessary measures and precautions, including, but not limited to, measures requiring their present and future employees to give suitable undertakings of secrecy both for the period of their employment and thereafter, and that such Confidential Information shall be treated in the same manner and with the same degree of care as Licensee applies and has applied to its own information of a sensitive or confidential nature. Licensee also agrees that Licensee and Licensee's Subsidiaries shall not use Confidential Information or any mentally-retained recollections thereof for any purpose other than the purpose of exercise of the rights granted in this Agreement. Under no circumstances shall Licensee or Licensee's Subsidiaries reverse engineer, reverse translate, decompile, disassemble, or otherwise seek to determine the operation of Confidential Information or allow another to do so.

9.02 In addition to the obligations set forth in Paragraph 9.01, Licensee and Licensee's Subsidiaries shall not disclose Highly Confidential Information to any third party or to its officers and employees other than ten (10) full-time officers and employees of Licensee or Licensee's Subsidiaries respectively, (i) who have an absolute need to know such Highly Confidential Information for the purpose of the exercise of the rights granted in this Agreement and (ii) who read and execute Exhibit E-1 hereto and provide Sony with one hard copy of such Exhibit E-1 executed by such officers and employees before the first access to Highly Confidential Information (such officers and employees shall be hereinafter referred to as "Authorized Employee"). Licensee and Licensee's Subsidiaries shall at all times cause Authorized Employees to strictly abide by the obligations set forth in this ARTICLE IX hereof and shall use the best efforts to cause the Authorized Employees to comply with such obligations after the resignation of such Authorized Employees from Licensee or Licensee's Subsidiaries. Licensee and Licensee's Subsidiaries may substitute another officer or employee of them for an

Authorized Employee with Sony's prior written consent only in the event of death, permanent or long-term disability or resignation of such Authorized Employee. Licensee and its Subsidiaries shall maintain on their respective premises a secure location in which the Highly Confidential Information shall be stored.

9.03 Notwithstanding Paragraphs 9.01 and 9.02 above, Licensee and Licensee's Subsidiaries may also disclose Highly Confidential Information to a full-time officers and employees of a Subcontractor pursuant to ARTICLE V.

9.04 Licensee agrees that Licensee and Licensee's Subsidiaries, which need to receive Highly Confidential Information from Sony to exercise the rights granted under this Agreement, shall, prior to their receipt of Highly Confidential Information, (i) designate their single Authorized Employee who shall conduct an interface with Sony relating to Highly Confidential Information (hereinafter referred to as "Licensee Contact"), (ii) cause such Licensee Contact to read and execute the acknowledgment attached hereto as Exhibit E-2, (iii) identify such Licensee Contact in writing to Sony and (iv) send such executed acknowledgment to Sony.

9.05 Licensee and its Subsidiaries shall, in no event, make copies of, whether in printed or electronic form, or distribute to any third party, in whole or in part, any Highly Confidential Information without the prior written consent of Sony.

9.06 The confidentiality obligations set forth in this Agreement shall become effective as of the Effective Date and continue until ten (10) years after the last date of manufacture by any entity of any product implementing MG-R(SVR).

ARTICLE X

PROCEDURES FOR THIRD-PARTY BENEFICIARY CLAIMS

10.01 Compliance of Licensee and of Licensee's Subsidiaries with the terms of this Agreement is essential to maintain the value and integrity of MG-R(SVR) for Hi-MD. As part of the consideration of the rights granted herein, Licensee and Licensee's Subsidiaries agree that each Content Participant that (x) is not willfully in material breach of any term or condition of its Content Participant Agreement, (y) is not otherwise in material breach of any term or condition of its Content Participant Agreement, which breach has not been cured, or is not capable of cure, within thirty (30) calendar days of such Content Participant's receipt of notice thereof by Sony or any Fellow Licensee and (z) causes or permits distribution or transmission of its Commercial Audiovisual Content (a) in commercial quantities to the general public, (b) in a form capable of being

recorded with Licensed Products (“Eligible Content Participant”) shall be a third-party beneficiary (hereinafter referred to as the “Content Participant Beneficiary”) to this Agreement and shall be entitled during such period that such Content Participant is an Eligible Content Participant, to bring a claim or action (hereinafter referred to as the “Content Participant Beneficiary Claim”) to enforce rights against Licensee and Licensee’s Subsidiaries in accordance with the procedures set out in Exhibit B attached hereto and made a part hereof, with respect to Licensee and/or Licensee’s Subsidiaries’ implementation of MG-R(SVR) for Hi-MD in any product that receives or transmits data in a format in which such Eligible Content Participant has made Eligible Content available. Such third-party beneficiary rights shall be limited to seeking injunctive relief against the manufacture, distribution, commercial use and sale of Licensee’s and Licensee’s Subsidiaries’ products that are in material breach of the SVR CP Specifications or Robustness Rules, and against disclosure of Highly Confidential Information in breach of this Agreement that affects the integrity or security of MG-R(SVR) for Hi-MD, except where such Licensee or its Subsidiary has willfully breached or engaged in a pattern or practice of breaching, such obligations, as to which breach attorneys’ fees and costs may be awarded.

10.02 For so long as Licensee and its Subsidiaries (x) are not willfully in material breach of any terms and conditions of this Agreement, and (y) are not otherwise in material breach of any terms or conditions of this Agreement, whose breach has not been cured or is not capable of cure within thirty (30) calendar days of Licensee and/or Licensee’s Subsidiaries’ receipt of notice thereof by Sony, Licensee shall be a third-party beneficiary (hereinafter referred to as the “Licensee Beneficiary”) to each Content Participant Agreement and shall be entitled to bring a claim or action (hereinafter referred to as the “Licensee Beneficiary Claim”) to enforce rights against Content Participants, in accordance with the third-party beneficiary procedures set forth in Exhibit B attached hereto and made a part hereof, with respect to such Content Participants’ compliance with its obligation under its Content Participant Agreement regarding the encoding rules set forth therein. Licensee acknowledges that such third-party beneficiary rights shall be limited to seeking equitable relief, except where such Content Participant has willfully breached, or engaged in a pattern or practice of breaching, such obligations, as to which breach(es) reasonable attorneys’ fees and costs shall be awarded to Licensee if Licensee is the prevailing party.

ARTICLE XI
TERM AND TERMINATION

11.01 This Agreement shall be effective from the date first written above and, unless otherwise terminated, shall continue in full force and effect until the Format License Agreement between Sony and Licensee is terminated or expired.

11.02 Either party shall have the right to terminate this Agreement upon at least thirty (30) days prior written notice to the other party in the event that the other party breaches any provision of this Agreement, and does not cure such breach during said thirty (30) day period, or immediately if the Licensee is adjudicated a bankrupt; makes an assignment for the benefit of creditors; takes advantage of any insolvency act; or is the subject of a case for its liquidation or reorganization under any law. Notwithstanding the foregoing, in the event the Licensee breaches any provision of ARTICLE IX, Sony may terminate this Agreement immediately upon notice to Licensee. Any notice of termination hereunder shall specify the date on which this Agreement shall end.

11.03 Within thirty (30) days after termination or expiration of this Agreement, Licensee shall, as directed by Sony, (i) return all Confidential Information in its or any of its Subsidiaries' or its Subcontractors' possession to Sony, retaining no copies thereof, or (ii) destroy all Confidential Information in its or any of its Subsidiaries' or Subcontractors' possession, retaining no copies thereof, and certify such destruction in writing to Sony.

11.04 The terms of Paragraph 2.01 (with respect to any claims of infringement arising prior to termination), 2.02 and 2.03 (both with respect to the Licensed Patents and Licensed Know-How and Copyrights embodied in the versions of the SVR CP Specifications issued prior to the date of termination), 2.04 and 2.05, ARTICLE V, ARTICLE VIII, ARTICLE IX and ARTICLE X, ARTICLE XII and this ARTICLE XI shall survive any termination or expiration of this Agreement.

ARTICLE XII
MISCELLANEOUS

12.01 Licensee shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of Sony.

12.02 Should any provision of this Agreement be finally determined void or unenforceable in any judicial proceeding, such determination shall not affect the

operation of the remaining provisions hereof, provided that, in such event, Sony shall have the right to terminate this Agreement by written notice to Licensee.

12.03 Nothing contained in this Agreement shall be construed:

(a) as imposing on Sony or any of its Subsidiaries any obligation to institute any suit or action for infringement of any of the Licensed Patents or to defend any suit or action brought by a third party which challenges or concerns the validity of any of such Licensed Patents, it being expressly understood that Licensee shall have no right to institute any such suit or action for infringement or challenging the validity of any such Licensed Patents;

(b) as imposing any obligation to file any patent application or to secure any patent or to maintain any patent in force;

(c) as conferring any license or right to copy or to simulate the appearance and/or design of any product of Sony or Sony's Subsidiaries, except as expressly provided herein;

(d) as conferring any license to Licensee under any intellectual property rights of Sony or Sony's Subsidiaries, other than as expressly provided in this Agreement; or

(e) Without limiting the terms of ARTICLE VIII, as a warranty, assurance or representation by Sony to Licensee as to quality level, no-defect, compatibility or completeness of any Licensed Product implementing MG-R(SVR) for Hi-MD.

12.04 If at any time a party hereto elects not to assert its rights under any provision of this Agreement, such action or lack of action in that respect shall not be construed as a waiver of its rights under said provision or of any other provision of this Agreement.

12.05 Licensee shall comply with all applicable export control laws, copyright protection laws or all other relevant laws and regulations of Japan and other countries related to activities under this Agreement. Licensee shall obtain any approval or authorization from Japan or other governments as required under such laws and regulations at its own cost and responsibility.

12.06 All notice and other communications required or permitted to be given under this Agreement must be in writing and will be effective when delivered personally, sent by facsimile or e-mail later confirmed by registered mail, or sent by registered mail, postage prepaid and addressed to the parties at their respective address set forth below, or at any new address or addresses subsequently designated in writing by either party to the other.

Sony: Sony Corporation

Attention: _____

Address: 7-35, Kitashinagawa 6-chome, Shinagawa-ku, Tokyo 141-0001 Japan

Licensee: _____

Attention: _____

Address: _____

12.07 Governing Law; Jurisdiction.

(a) THIS AGREEMENT, AND ALL BENEFICIARY CLAIMS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN SUCH STATE, AND WITH THE LAWS OF THE UNITED STATES OF AMERICA.

(b) IN CONNECTION WITH ANY LITIGATION BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY BENEFICIARY CLAIM, EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE IN THE FEDERAL AND STATE COURTS LOCATED IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK.

(c) EACH PARTY WAIVES ANY OBJECTION TO THE JURISDICTION, PROCESS, AND VENUE OF ANY SUCH COURT, AND TO THE EFFECTIVENESS, EXECUTION, AND ENFORCEMENT OF ANY ORDER OR JUDGMENT (INCLUDING BUT NOT LIMITED TO A DEFAULT JUDGMENT) OF SUCH COURT PERTAINING TO THIS AGREEMENT OR ANY BENEFICIARY CLAIM, TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE PLACE

WHERE ENFORCEMENT OR EXECUTION OF ANY SUCH ORDER OR JUDGMENT MAY BE SOUGHT AND BY THE LAW OF ANY PLACE WHOSE LAW MIGHT BE CLAIMED TO BE APPLICABLE REGARDING THE EFFECTIVENESS, ENFORCEMENT, OR EXECUTION OF SUCH ORDER OR JUDGMENT, INCLUDING PLACES OUTSIDE OF THE STATE OF NEW YORK AND THE UNITED STATES.

12.08 In the event that any terms of this Agreement conflict with any terms of the Format License Agreement between Sony and Licensee, this Agreement shall control.

12.09 This Agreement, including the exhibits hereto and all documents incorporated herein by reference, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all oral, written or other agreements, either entered prior to or contemporaneously with this Agreement. This Agreement may not be modified except by written agreement of the parties hereto.

12.10 In construing the terms of this Agreement, no presumption shall operate in either party's favor as a result of its counsel's role in drafting the terms hereof.

12.11 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The parties hereto acknowledge and agree that such counterparts may be executed by signatures sent by facsimile transmissions.

IN WITNESS WHEREOF, the parties hereof have caused this Agreement to be signed on the date first above written.

Sony:
Sony Corporation

Licensee:

By: _____

By: _____
(Name)
(Title)

EXHIBIT A
SVR CP SPECIFICATIONS

- 1) The following sections of the specification entitled “Hi-MD System MagicGate Application Note for Audio System”:

Section 3	EKB File (nnnnnnnn.HMA)
Section 4	ICV Table
Section 7	Structure of Local EKB
Section 8	Mutual Authentication

- 2) Section 8.5.2 (Disc ID) of the specification entitled “Hi-MD System Basic System Description – Hi-MD 300MB”

- 3) Section 8.4.4 (Pre-defined application UID) of the specification entitled “Hi-MD System Basic System Description – Hi-MD 1GB”

EXHIBIT B
PROCEDURES FOR THIRD-PARTY BENEFICIARY CLAIMS

1. Prior to initiating or instituting any Content Participant Beneficiary Claim or Licensee Beneficiary Claim (each, a “Beneficiary Claim”) against a Fellow Licensee or against a Content Participant, as the case may be (each, a “Defendant”), a Content Participant Beneficiary or Licensee Beneficiary (each, a “Third-Party Beneficiary”) shall provide Sony notice and consultation reasonable under the circumstances regarding a proposed Beneficiary Claim; provided that such consultation with Sony shall not limit such Third-Party Beneficiary’s complete discretion in initiating or instituting such a Beneficiary Claim. Such Third-Party Beneficiary shall further provide Sony with notice of actual filing of a Beneficiary Claim and, upon Sony’s request, any copies of material documents filed in such Third-Party Beneficiary’s initiation, institution or pursuit of such Beneficiary Claim.

2. Following Sony’s receipt of notice of a Beneficiary Claim as required by the foregoing paragraph, Sony shall provide all Fellow Licensees (in the case of a Licensee Beneficiary Claim) and all Content Participants (in the case of a Content Participant Beneficiary Claim) with prompt notice of such receipt (a “Claim Notice”). Within thirty (30) calendar days of the date of mailing of a Claim Notice, all Licensee Beneficiaries (in the case of a Licensee Beneficiary Claim), or all Content Participant Beneficiaries (in the case of an Content Participant Beneficiary Claim), shall elect whether to join such Beneficiary Claim, and the failure of any Fellow Licensee or Content Participant to provide written notice to Sony of such election and to move to join such Beneficiary Claim within such thirty (30)-day period shall be deemed a waiver of such Fellow Licensee’s or Content Participant’s third-party-beneficiary right under its respective Adopter Agreement or Content Participant Agreement, as the case may be, with respect to all Beneficiary Claims against Defendant arising out of the alleged breach by Defendant raised in such Beneficiary Claim asserted by the Third-Party Beneficiary. The Third-Party Beneficiary instituting or initiating a Beneficiary Claim shall support, and Defendant shall not object to, any motion to join by such Third-Party Beneficiaries electing to join such Beneficiary Claim within such thirty (30)-day period. Any judgment entered upon such Beneficiary Claim shall be binding on all Fellow Licensees and Content Participants that failed to join such Beneficiary Claim as if they had joined such Beneficiary Claim. Neither any Fellow Licensee’s or Content Participant’s failure

to notify or consult with Sony or to provide copies, nor Sony's failure to give notice to any Fellow Licensee or Content Participant pursuant to these third-party beneficiary procedures, under paragraphs 1 or 2 shall be a defense against any Beneficiary Claim or grounds for a request to delay the granting of any preliminary relief requested.

3. Third-Party Beneficiaries shall have no right to, and Content Participant agrees that it will not, enter into any settlement that: (i) amends any material term of any Adopter Agreement or Content Participant Agreement; (ii) has an adverse effect on the integrity or security of MG-R(SVR) for Hi-MD, or the operation of MG-R(SVR) for Hi-MD with respect to protecting Commercial Audiovisual Content from any unauthorized output, transmission, interception or copying, or the rights of Content Participants with respect to MG-R(SVR) for Hi-MD; or (iii) affects any of Sony's rights in and to MG-R(SVR) for Hi-MD or any intellectual property right embodied therein, unless Sony shall have provided prior written consent thereto.

EXHIBIT C
[RESERVED]

Exhibit D
Robustness Rules

1. Construction

1.1 Generally

Licensed Products, as shipped, shall meet the applicable Compliance Rules set forth in Exhibit C, and shall be manufactured in a manner clearly designed to effectively frustrate attempts to modify such Licensed Products to defeat the content protection requirements of MG-R(SVR) set forth in SVR CP Specifications and Compliance Rules.

1.2 Defeating Functions

Licensed Products shall not include:

- (a) switches, buttons, jumpers or software equivalents thereof,
- (b) specific traces that can be cut, or
- (c) functions (including service menus and remote-control functions),

in each case by which the mandatory provisions of SVR CP Specifications or the Compliance Rules, including the content protection technologies, analog protections, output restrictions, recording protections or recording limitations can be defeated, or by which compressed Decrypted SVR Data in such Licensed Products can be exposed to output, interception, retransmission or copying, in each case other than as permitted under this Agreement.

1.3 Keep Secrets

Licensed Products shall be manufactured in a manner that is clearly designed to effectively frustrate attempts to discover or reveal Device Key Set, the Highly Confidential cryptographic algorithms used in MG-R(SVR), and any other Highly Confidential Information.

1.4 Robustness Checklist

Before releasing any Licensed Products, Licensee must perform tests and analyses to assure compliance with these Robustness Rules. A Robustness Checklist is attached as Exhibit D-1 for the purpose of assisting Licensee in performing tests covering certain important aspects of these Robustness Rules. Inasmuch as the Robustness Checklist does not address all elements required for the manufacture of a compliant product, Licensee is strongly advised to review carefully the SVR CP Specifications, Compliance Rules (including, for avoidance of doubt, these Robustness Rules) so as to evaluate thoroughly both its testing procedures and the compliance of its Licensed Products. Licensee shall provide copies of SVR CP Specifications, the Compliance Rules, these Robustness Rules and the Robustness Checklist to its supervisors responsible for design and manufacture of Licensed Products.

2. Data Paths

Decrypted SVR Data shall not be available on outputs other than those specified in the Compliance Rules. Within a Licensed Product, Decrypted SVR Data shall not be present on any user-accessible buses in analog or unencrypted, compressed form.

2.1 A "user accessible bus" means (a) an internal analog connector that: (i) is designed and incorporated for the purpose of permitting end user upgrades or access or (ii) otherwise readily facilitates end user access or (b) a data bus that is designed for end user upgrades or access, such as an implementation of a smartcard, PCMCIA, Cardbus, or PCI that has standard sockets or otherwise readily facilitates end user access. A "user accessible bus" does not include memory buses, CPU buses, or similar portions of a device's internal architecture that do not permit access to content in a form useable by end users.

Clause 2.1 (a) should be interpreted and applied so as to allow Licensee to design and manufacture its products to incorporate means, such as test points, used by Licensee or professionals to analyze or repair products; but not to provide a pretext for inducing consumers to obtain ready and unobstructed access to internal analog connectors. Without limiting the foregoing, with respect to Clause 2.1(a), an internal analog connector shall be presumed to not "readily facilitate end user access" if (i) such connector and the video signal formats or levels of signals provided to such connector, are of a type not generally compatible with the accessible connections on consumer products, (ii) such access would create a risk of product damage, or (iii) such access would result in physical evidence that such access has occurred and would void any product warranty.

2.2 Licensee is alerted that these Robustness Rules may be revised in the future, upon notification by Licensor, to require that, when Licensor deems that it is technically feasible and commercially reasonable to do so, Licensed Products be clearly designed such that when uncompressed, Decrypted SVR Data are transmitted over a User Accessible Bus, such Decrypted SVR Data are made reasonably secure from unauthorized interception by use of means that can be defeated neither by using Widely Available Tools nor by using Specialized Tools, except with difficulty, other than Circumvention Devices. The level of difficulty applicable to Widely Available Tools is such that a typical consumer should not be able to use Widely Available Tools, with or without instruction, to intercept such Decrypted SVR Data without risk of serious damage to the product or personal injury. Licensee is further alerted that, when it is deemed technically feasible and reasonably practicable to do so, Licensor will revise these Robustness Rules to require that uncompressed Decrypted SVR Data will be re-encrypted or otherwise protected before it is transmitted over such buses.

3. Methods of Making Functions Robust.

Licensed Products shall be manufactured using at least the following techniques in a manner that is clearly designed to effectively frustrate attempts to defeat the content protection requirements set forth below.

3.1 Distributed Functions

In a Licensed Product, where SVR Data is delivered from one part of Licensed Product to another, whether among integrated circuits , software modules, or otherwise or a combination thereof, the portions of Licensed Products that perform authentication and/or decryption and the MPEG (or similar) decoder shall be designed and manufactured in a manner associated and otherwise integrated with each other such that Decrypted SVR Data in any usable form flowing between these portions of Licensed Products shall be reasonably secure from being intercepted or copied except as authorized by the Compliance Rules.

3.2 Software

Any portion of Licensed Products that implements any of the content portion requirements of SVR CP Specifications in Software shall include all of the characteristics set forth in Section 1 or 2 of Exhibit D. For the purpose of these Robustness Rules, "Software" shall mean the implementation of the content protection requirements as to which this agreement requires a Licensed Product to be compliant through any computer program code consisting of instructions or data, other than such instructions or data that are included in Hardware. Such implementations shall:

3.2.1 Comply with Section 1.3 of this Exhibit D by a reasonable method including, but not limited to: encryption, execution of a portion of the implementation in ring zero or supervisor mode, and/or embodiment in a secure physical implementation; and, in addition, in every case of implementation in Software, using techniques of obfuscation clearly designed to effectively disguise and hamper attempts to discover the approaches used.

3.2.2 Be designed so as to perform self-checking of the integrity of its component parts such that unauthorized modifications will be expected to result in a failure of the implementation to provide the authorized-authentication and/or decryption function. For the purpose of this provision, a "modification" includes any change in, or disturbance or invasion of, features or characteristics, or interruption of processing, relevant to Sections 1 and 2 of this Exhibit D. This provision requires at a minimum the use of "signed code" or more robust means of "tagging" operating throughout the code.

3.23 Hardware

Any portion of Licensed Products that implements any of the content protection requirements of SVR CP Specifications in Hardware shall include all of the characteristics set forth in Section 1 and 2 of this Exhibit D. For the purposes of these Robustness Rules, "Hardware" shall mean a physical devise, including a component, that implements any of the content protection requirements as to which this Agreement requires that a Licensed Product be compliant and that (i) does not include instructions or data other than such instructions or data that are permanently embedded in such device or component; or (ii) includes instructions or data that are not permanently embedded in such device or component where such instructions or data have been customized for such Licensed

Product and such instructions or data are not accessible to the end user through Licensed Product. Such implementations shall:

3.3.1 Comply with Section 1.3 of this Exhibit D by any reasonable method including, but not limited to, embedding Device Key Set and Highly Confidential cryptographic algorithms in silicon circuitry that cannot reasonably be read, or employing the techniques described above for Software.

3.3.2 Be designed such that attempts to remove, replace, or reprogram Hardware elements in a way that would compromise the content protection requirements of MG-R (SVR) (including compliance with the Compliance Rules and SVR CP Specifications) in Licensed Products would pose a serious risk of rendering Licensed Products unable to receive, decrypt, or decode SVR Data. By way of example, a component that is soldered rather than socketed may be appropriate for this means.

3.4 Hybrid

The interfaces between Hardware and Software portions of a Licensed Product shall be designed so that the Hardware portions comply with the level of protection that would be provided by a pure Hardware implementation, and the Software portions comply with the level of protection which would be provided by a pure Software implementation.

3.5 Level of Protection

"Core Functions" of MG-R (SVR) include encryption, decryption, authentication, maintaining the confidentiality of Highly Confidential cryptographic algorithms and Device Key Set and preventing exposure of compressed, Decrypted SVR Data. The Core Functions of MG-R (SVR) shall be implemented in a reasonable method so that they:

3.5.1 Cannot be defeated or circumvented merely by using general-purpose tools or equipment that are widely available at a reasonable price, such as screwdrivers, jumpers, clips and soldering irons ("Widely Available Tools"), or using specialized electronic tools or specialized software tools that are widely available at a reasonable price, such as EEPROM readers and writers, debugging or decompilers ("Specialized Tools"), other than devices or technologies whether Hardware or Software that are designed and made available for the specific purpose of bypassing or circumventing the protection technologies required by MG-R(SVR) ("Circumvention Devices"); and

3.5.2 Can only with difficulty be defeated or circumvented using professional tools or equipment, such as logic analyzers, chip disassembly systems, or in-circuit emulators or any other tools, equipment, methods, or techniques not described in Section 3.5.1 such as would be used primarily by persons of professional skill and training, but not including professional tools or equipment that are made available only on the basis of a non-disclosure agreement or Circumvention Devices.

3.6 Delivery of Decrypted SVR Data to the functions described in Sections 3.1, 3.2, 3.3.1 (iii), 3.3.2 and 4.6 of Exhibit C shall be implemented in a reasonable method that is intended to make such functions difficult to defeat or circumvent by the use of Widely Available Tools, not including Circumvention Devices or Specialized Tools as defined in Section 3.5.1 of these Robustness Rules.

3.7 Advance of Technology

Although an implementation of a Licensed Product when designed and first shipped may meet the above standards, subsequent circumstances may arise which, had they existed at the time of design of a particular Licensed Product, would have caused such products to fail to comply with these Robustness Rules (*"New Circumstances"*). If Licensee has (a) actual notice of New Circumstances, or (b) actual knowledge of New Circumstances (the occurrence of (a) or (b) hereinafter referred to as "Notice"), then within eighteen (18) months after Notice such Licensee shall cease distribution of such Licensed Product and shall only distribute Licensed Products that are compliant with the Robustness Rules in view of the then-current circumstances.

Exhibit D-1
Robustness Checklist

Notice: This checklist is intended as an aid to the implementation of the Robustness Rules for hardware and software implementations of SVR CP Specifications in a Licensed Product. Licensors strongly recommends that you complete this Checklist for each Licensed Product before releasing any product and at a sufficiently early date in design, as well as during production, to avoid product compliance redesign delays. This Checklist does not address all aspects of SVR CP Specifications and Compliance Rules necessary to create a product that is fully compliant. Failure to perform necessary tests and analysis could result in a failure to comply fully with SVR CP Specifications, Compliance Rules or Robustness Rules in breach of the Agreement and, as a consequence, in appropriate legal action of Licensors and Eligible Content Participants.

Notwithstanding whether any particular design or production work is being outsourced or handled by contractors to the company, compliance with the above Rules remains the responsibility of this company.

Date:

Manufacturer:

Product Name:

Hardware Model or Software Version:

Name of Test Engineer Completing Checklist:

Test Engineer:

Company Name:

Company Address:

Phone Number:

Fax Number:

General Implementation Questions

1. Has the Licensed Product been designed and manufactured so there are no switches, buttons, jumpers, or software equivalents of the forgoing, or specific traces that can be cut, by which the content protection technologies, analog protection system, output restrictions, recording limitations, or other mandatory provisions of SVR CP Specifications or the Compliance Rules can be defeated or by which Decrypted SVR Data can be exposed to unauthorized copying?

2. Has the Licensed Product been designed and manufactured so there are no service menus and no functions (such as remote-control functions, switches, check boxes, or other means) that can intercept the flow of Decrypted SVR Data or expose it to unauthorized copying?

3. Has the Licensed Product been designed and manufactured so there are no service menus and no functions (such as remote-control functions, switches, check boxes, or other means) that can turn off any analog protection systems, output restrictions, recording limitations, or other mandatory provisions of the SVR CP Specifications or the Compliance Rules?

4. Does the Licensed Product have service menus, service functions, or service utilities that can alter or expose the flow Decrypted SVR Data within the device?

If Yes, please describe these service menus, service functions, or service utilities and the steps that are being taken to ensure that these service tools will not be used to expose or misdirect Decrypted SVR Data.

5. Does the Licensed Product have services menus, service functions, or service utilities that can turn off any analog protection systems, output restrictions, recording limitations, or other mandatory provisions of SVR CP Specifications or the Compliance Rules?

If Yes, please describe these service menus, service functions, or service utilities and the steps that are being taken to ensure that these service tools will not be used to defeat the content protection features of MG-R(SVR) (including compliance with the Compliance Rules and SVR CP Specifications).

6. Does the Licensed Product have any user-accessible buses (as defined in Section 2.1 of the Robustness Rules)?

If so, is Decrypted SVR Data carried on this bus?

If so, then:

Identify and describe the bus, and whether the Decrypted SVR Data is compressed or uncompressed. If such Data is compressed, then explain in detail how and by what means the data is being protected as required by Section 2.2 of the Robustness Rules.

7. Explain in detail how the Licensed Product protects the confidentiality of all keys.

8. Explain in detail how the Licensed Product protects the confidentiality of the confidential cryptographic algorithms used in MG-R(SVR).

9. If the Licensed Product delivers Decrypted SVR Data from one part of the product to another, whether among software modules, integrated circuits or otherwise or a combination thereof, explain how the portions of the product that perform authentication and/or decryption and the MPEG (or similar) decoder have been designed, associated and integrated with each other so that Decrypted SVR Data are secure from interception and copying as required in Section 3.1 of the Robustness Rules.

10. Are any MG-R (SVR) functions implemented in Hardware?

If Yes, complete hardware implementation questions.

11. Are any MG-R (SVR) functions implemented in Software?

If Yes, complete software implementation questions.

SOFTWARE IMPLEMENTATION QUESTIONS

12. In the Licensed Products, describe the method by which all Device Keys and Sets of Device Keys are stored in a protected manner.

13. Using the grep utility or equivalent, are you unable to discover any Device Key Set in bring images of any persistent memory devices?

14. In the Licensed Products, describe the method used to obfuscate the confidential cryptographic algorithms and Device Key Set used in MG-R (SVR) and implemented in software.

15. Describe the method in the Licensed Products by which the intermediate cryptographic values (e.g., values created during the process of authentication between modules or devices within a Licensed Product) are created and held in a protected manner.

16. Describe the method being used to prevent commonly available debugging or decompiling tools (e.g., Softice) from being used to single-step, decompile, or examine the operation of the MG-R (SVR) functions implemented in software.

17. Describe the method by which the Licensed Products self-checks the integrity of component parts in such manner that modifications will cause failure of authorization or decryption as described in Section 3.2.2 of the Robustness Rules. Describe what happens when integrity is violated.

18. To assure that integrity self-checking is being performed, perform a test to assure that the executable will fail to work once a binary editor is used to modify a random byte of the executable image containing MG-R (SVR) functions, and describe the method and results of the test.

Hardware Implementation Questions

19. In the Licensed Product, describe the method by which all Device Key Set are stored in a protected manner and how their confidentiality is maintained.

20. Using the grep utility or equivalent, are you unable to discover any Device Key Set in binary images of any persistent memory devices?

21. In the Licensed Product, describe how the confidential cryptographic algorithms and Device Key Set used in MG-R (SVR) have been implemented so that they cannot be read.

22. Describe the method in the Licensed Product by which the intermediate cryptographic values (e.g., values created during the process of authentication between modules or devices within a Licensed Product) are created and held in a protected manner.

23. Describe the means used to prevent attempts to replace, remove, or alter hardware elements or modules used to implement MG-R(SVR) functions.

24. In the Licensed Product, does the removal or replacement of hardware elements or modules that would compromise the content protection features of MG-R(SVR) (including the Compliance Rules, SVR CP Specifications, and the Robustness Rules) damage the Licensed Product so as to render the Licensed Product unable to receive, decrypt, or decode SVR Data?

Notice: This checklist does not supersede or supplement SVR CP Specifications, Compliance Rules, or Robustness Rules. The Company and its Test Engineer are advised that are elements of SVR CP Specifications and Compliance Rules that are not reflected here but that must be complied with.

SIGNATURES:

Signature of Test Engineer with Personal Knowledge of Answers

Date

Printed Name of Test Engineer with Personal Knowledge of Answers

EXHIBIT E-1
CONFIDENTIALITY AGREEMENT
ACKNOWLEDGMENT BY AUTHORIZED EMPLOYEES

To: **(Company Name of Licensee or Licensee's Subsidiary)**

I, **(Person's Name)**, a full-time employee of **(Company Name of Licensee or Licensee's Subsidiary)** (hereinafter referred to as "Licensee"), acknowledge that I have been designated by Licensee as an "Authorized Employee" (defined in the Hi-MD System - Secure Video Recording Format - Content Protection License Agreement between Sony Corporation and **(Company Name of Licensee)** made on **(Month) (Date), (Year)** (hereinafter referred to as the "Agreement")).

I acknowledge that I shall keep in confidence the Highly Confidential Information (as defined in the Agreement) of Sony Corporation designated as such by Sony Corporation to Licensee in accordance with the instructions given from time to time by Licensee during the period commencing on the signature date hereof and ending ten (10) years after the last date of manufacture by any entity of any product implementing MG-R(SVR) (as defined in the Agreement).

I further acknowledge that in the event I fail to abide by the terms as described above, Sony Corporation shall, in its sole discretion, be entitled to bring an action at law or in equity against **(Company Name of Licensee or Licensee's Subsidiary)** to claim damages.

By signing below, I attest that I have read and understood this acknowledgment and the Agreement.

Signed : _____

Name : _____

Title : _____

Date : _____

cc:

EXHIBIT E-2
ACKNOWLEDGMENT BY LICENSEE CONTACT

To: (Company Name of Licensee or Licensee's Subsidiary)

I, (Name of the person), a full-time officer or employee of (Company Name of Licensee or Licensee's Subsidiary) (hereinafter referred to as "Licensee"), acknowledge that I have been designated by Licensee as a "Licensee Contact" (defined in the Hi-MD System - Secure Video Recording Format - Content Protection License Agreement made as of (Month) (Date), (Year) between Sony Corporation (hereinafter referred to as "Sony" and Licensee (hereinafter referred to as the "Agreement"), to receive "Highly Confidential Information" (as defined in the Agreement) on behalf of Licensee. I have also been designated by Licensee as an "Authorized Employee" (as defined in the Agreement) and have executed the "ACKNOWLEDGMENT BY AUTHORIZED EMPLOYEES" attached to the Agreement. In addition to the confidentiality obligations relating to Highly Confidential Information under the "ACKNOWLEDGMENT BY AUTHORIZED EMPLOYEES", as Licensee Contact, I further undertake as follows:

1. I shall receive Highly Confidential Information in the manner designated by Sony, and shall distribute such Highly Confidential Information only to necessary Authorized Employees of Licensee in accordance with ARTICLE IX of the Agreement.
2. Upon receipt from Sony of any revision to Highly Confidential Information, I shall distribute such revised Highly Confidential Information only to necessary Authorized Employees in accordance with ARTICLE IX of the Agreement.
3. I will not, in any event, make copies of, whether in printed or electronic form, or distribute to any third party, in whole or in part, any Highly Confidential Information without the prior written consent of Sony.
4. The obligations set forth above shall be in full force until I am discharged from my role as Licensee Contact by Licensee provided that such discharge from my role as

Licensee Contact shall not affect my confidentiality obligations under the Agreement and the “ACKNOWLEDGMENT BY AUTHORIZED EMPLOYEE”.

5. I further acknowledge that in the event I fail to abide by the terms as described above, Sony shall, in its sole discretion, be entitled to bring an action at law or in equity against Licensee to claim damages.

By signing below, I attest that I have read and understood this acknowledgment and the Agreement.

Signed: _____

Name: _____

Title: _____

Date: _____

cc: _____

EXHIBIT F
CONFIDENTIALITY AGREEMENT
ACKNOWLEDGMENT BY SUBCONTRACTOR

To: **(Company Name of Licensee)** (hereinafter referred to as "Licensee")

(Company Name of Subcontractor) (hereinafter referred to as "Subcontractor"),
a corporation having a place of business at **(Address)**, hereby acknowledges and agrees
that:

- (i) Licensee will disclose the technical information, which is provided by Sony Corporation (7-35, Kitashinagawa 6-chome, Shinagawa-ku, Tokyo 141-0001, Japan) and designated by Sony Corporation as "Highly Confidential Information" (hereinafter referred to as "Highly Confidential Information") under the agreement between Licensee and Sony Corporation, to Subcontractor only for the purpose of having Subcontractor design, develop and/or manufacture **(Licensee's Product Name)** for Licensee (hereinafter referred to as the "Purpose");
- (ii) Subcontractor shall keep the Highly Confidential Information in confidence and not disclose or disseminate it to any third party but may disclose to Subcontractor's full-time officers and employees who need to access the Highly Confidential Information (hereinafter referred to as "Authorized Employees");
- (iii) Subcontractor shall maintain on its premises a secure location in which the Highly Confidential Information shall be stored;
- (iv) Subcontractor shall not make copies or reproductions of the Highly Confidential Information; and
- (v) Subcontractor shall not convert the Highly Confidential Information into electronic data.

Subcontractor shall designate its full-time officers and employees who have an absolute need to know the Highly Confidential Information for the Purpose as “Authorized Employees”, provided that the number of Authorized Employees does not exceed ten (10).

Subcontractor shall cause its Authorized Employees to read and execute the acknowledgment attached as Attachment A hereto prior to the disclosure of the Highly Confidential Information (the copy of such executed acknowledgment to be sent to Licensee).

The confidentiality obligations relating to Highly Confidential Information shall be in effect during the period commencing on the signature date hereof and ending ten (10) years after the last date of manufacture by any entity of any product implementing MG-R(SVR).

By signing below, Subcontractor attests that Subcontractor has read and understood this acknowledgment.

Signed : _____

Name : _____

Title : _____

Signature Date : _____

CONFIDENTIALITY AGREEMENT
ACKNOWLEDGMENT BY AUTHORIZED EMPLOYEE

To: **(Company Name of Subcontractor)**

I, **(Person's Name)**, a full-time employee of **(Company Name Subcontractor)** (hereinafter referred to as "Subcontractor"), acknowledge that I have been designated by Subcontractor as an "Authorized Employee" (defined in acknowledgment executed by Subcontractor and on **(Month)** **(Date)**, **(Year)** (hereinafter referred to as the "Subcontractor's Acknowledgment").

I acknowledge that I shall keep in confidence the Highly Confidential Information (defined in Subcontractor's Acknowledgment) in accordance with the terms and conditions of the Subcontractor's Acknowledgment during the period commencing on the signature date hereof and ending ten (10) years after the last date of manufacture by any entity of any product implementing MG-R(SVR).

I further acknowledge that in the event I fail to abide by the terms described above, Sony Corporation shall, in its sole discretion, be entitled to bring an action at law or in equity against **(Company Name of Subcontractor)** to claim damages.

By signing below, I attest that I have read and understood this acknowledgment and Subcontractor's Acknowledgment.

Signed : _____

Name : _____

Title : _____

Date : _____

cc : **(Company Name of Licensee)**

EXHIBIT G
[RESERVED]

EXHIBIT H
[RESERVED]

EXHIBIT I
FEE

Three Hundred Thousand Japanese Yen (¥300,000.-)